

2022 - 2025

MAINTENANCE LABOR AGREEMENT

- between -

INDEPENDENT SCHOOL DISTRICT NO. 625

- and -

**NORTH CENTRAL STATES REGIONAL COUNCIL
OF CARPENTERS**

May 1, 2022 through April 30, 2025



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	4
Article	1. Purpose	5
Article	2. Recognition	5
Article	3. Employer Rights	5
Article	4. Union Rights.....	6
Article	5. Scope of the Agreement	6
Article	6. Probationary Period.....	7
Article	7. Philosophy of Employment and Compensation.....	7
Article	8. Hours of Work	8
Article	9. Overtime.....	8
Article	10. Call Back	9
Article	11. Work Location	9
Article	12. Wages	9
Article	13. Fringe Benefits	10
Article	14. Selection of Foreman and General Foreman.....	10
Article	15. Holidays.....	11
Article	16. Disciplinary Procedures.....	12
Article	17. Absences From Work	12
Article	18. Seniority.....	13
Article	19. Jurisdiction	14
Article	20. Separation	14
Article	21. Tools.....	14
Article	22. Uniforms.....	14
Article	23. Grievance Procedure	15-16
Article	24. Right of Subcontract.....	16
Article	25. Nondiscrimination.....	17
Article	26. Severability.....	17
Article	27. Waiver	17
Article	28. Mileage.....	17
Article	29. Court Duty Leave.....	18
Article	30. Parental/Maternity/FMLA Leave	18
Article	31. Duration and Pledge.....	19
	Appendix B	20-21
	Appendix C.....	22

ARTICLE 1. PURPOSE

- 1.1 The Employer and the Union agree that the purpose for entering into this Agreement is to:
- 1.1.1 Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned;
 - 1.1.2 Set forth rates of pay, hours of work, and other conditions of employment as have been agreed upon by the Employer and the Union;
 - 1.1.3 Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement without loss of productivity.
- 1.2 The Employer and the Union agree that this Agreement serves as a supplement to legislation that creates and directs the Employer. If any part of this Agreement is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by Article 25 (Severability).

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for all personnel having an employment status of regular, probationary, and temporary employed in the classes of positions defined in 2.2 as certified by the Bureau of Mediation Services in accordance with Case No. 89-PR-2359 dated November 20, 1989.
- 2.2 The classes of positions recognized as being exclusively represented by the Union are as listed in Appendix A.

ARTICLE 3. EMPLOYER RIGHTS

- 3.1 The Employer retains the right to operate and manage all employees, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 3.2 Any "term or condition of employment" not established by this Agreement shall remain with the Employer to eliminate, modify or establish following written notification to the Union.

ARTICLE 6. PROBATIONARY PERIOD

- 6.1 All personnel, originally hired or rehired following separation, in a regular employment status shall serve a six (6)-month probationary period during which time the employee's fitness and ability to perform the class of positions' duties and responsibilities shall be evaluated.
- 6.1.1 At any time during the probationary period an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 23 (Grievance Procedure).
- 6.1.2 An employee terminated during the probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the Union.
- 6.2 All personnel promoted to a higher class of positions (i.e. Foreman/General Foreman) shall serve a twelve (12) month promotional probationary period during which time the employee's fitness and ability to perform the class of positions' duties and responsibilities shall be evaluated.
- 6.2.1 At any time during the promotional probationary period an employee may be demoted to the employee's previously-held class of positions at the discretion of the Employer without appeal to the provisions of Article 22 (Grievance Procedure).
- 6.2.2 An employee demoted during the promotional probationary period shall be returned to the employee's previously-held class of positions and shall receive a written notice of the reasons for demotion, a copy of which shall be sent to the Union.

ARTICLE 7. PHILOSOPHY OF EMPLOYMENT AND COMPENSATION

- 7.1 The Employer and the Union are in full agreement that the philosophy of employment and compensation shall be a "cash" hourly wage and "industry" fringe benefit system.
- 7.2 The Employer shall compensate employees for all hours worked at the regular hourly wage rate and hourly fringe benefit rate as found in Articles 12 (Wages) and 13 (Fringe Benefits).
- 7.3 No other compensation or fringe benefit shall be accumulated or earned by an employee except as specifically provided for in this Agreement.

ARTICLE 10. CALL BACK

- 10.1 The Employer retains the right to call back employees before an employee has started a normal workday or normal work week and after an employee has completed a normal workday or normal work week.
- 10.2 Employees called back shall receive a minimum of four (4) hours of pay at the regular hourly rate.
- 10.3 The hours worked based on a call-back shall be compensated in accordance with Article 9 (Overtime), when applicable, and subject to the minimum established by 10.2 above.
- 10.4 Employees called back four (4) hours or less prior to their normal workday shall complete the normal workday and be compensated only for the overtime hours worked in accordance with Article 9 (Overtime).

ARTICLE 11. WORK LOCATION

- 11.1 Employees shall report to the work location as assigned by a designated Employer supervisor. During the normal workday, employees may be assigned to other work locations at the discretion of the Employer.
- 11.2 Employees assigned to work locations during the normal workday, other than their original assignment, and who are required to furnish their own transportation, shall be compensated for mileage, as set forth in Article 28 (Mileage).

ARTICLE 12. WAGES

- 12.1 The regular hourly wage rates as established by Appendix C shall be paid for all hours worked by an employee.
- 12.2 Regular employees and temporary employees shall be compensated in accordance with Article 12.1 (Wages) and have fringe benefit contributions and/or deductions made on their behalf as provided for by Article 13.1 (Fringe Benefits).

ARTICLE 15. HOLIDAYS

15.1 The following nine (9) days shall be designated as holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

15.2 When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these three (3) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday.

15.3 The nine (9) holidays shall be considered non-workdays. If the employee is called in on such day, they will be called in accordance with Article 10 and paid as in Article 15.5.

15.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or "called back" in accordance with Article 10 (Call Back).

15.5 Employees called to work on a designated holiday shall be compensated at the rate of two (2) times the regular hourly rate for all hours worked.

ARTICLE 18. SENIORITY

18.1 For the purpose of this Article the following terms shall be defined as follows:

18.1.1 The term, "Employer," shall mean Independent School District No. 625, Saint Paul Public Schools.

18.1.2 The term, "Master Seniority," shall mean the length of continuous regular and probationary service with the Employer from the date an employee was first appointed to any class title with the Employer covered by this Agreement.

18.1.3 Employees hired on or after May 1, 2004, shall receive no seniority credit for years of service with the City of Saint Paul.

18.1.4 The term, "Class Seniority" shall mean the length of continuous regular and probationary service with the Employer from the date an employee was first appointed to a position with the Employer in a class title covered by this Agreement.

This Section 18.1.4 is intended to mean that for any person no matter what the person's prior experience or how hired by the District, the person's class seniority starts at zero the day of appointment to a School District position in that title and begins to be calculated from that date. An employee's Class Seniority does not revert to zero following recall from an Employer initiated layoff within the twenty-four (24) month recall rights period specified in 18.4. This definition of class seniority would be used for all layoff decisions.

18.2 Seniority shall not accumulate during an unpaid leave of absence, except when such a leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an employee to accept an appointment to the unclassified service of the Employer; or to an elected or appointed full-time position with the Union.

18.3 Seniority shall terminate when an employee retires, resigns or is discharged.

18.4 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title within each department based on inverse length of "Class Seniority." Employees laid off by the Employer shall have the right to reinstatement in any lower-paid class title previously held which is covered by this Agreement, provided the employee has greater "Class Seniority" than the employee being replaced. Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after twenty-four (24) months from the last day of work preceding the layoff. No other Civil Service recall rights to this Employer shall apply. This provision does not address any rights the employee may have to be recalled to any other employer.

18.5 The selection of vacation periods shall be made by class title based on length of "Class Seniority," subject to the approval of the Employer.

ARTICLE 23. GRIEVANCE PROCEDURE

23.1 The Employer shall recognize Stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the Stewards and of their successors when so named.

23.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

23.3 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, except as previously noted in Article 16 (Disciplinary Procedures). Grievance is defined as an alleged violation of the terms and conditions of this Agreement.

23.4 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within seven (7) calendar days after receiving the written grievance, a designated Employer Supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2, a designated employer supervisor shall meet with the union business manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting, the employer shall reply in writing to the Union stating the employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to step 4. Any grievance not referred in writing by the Union to step 4 within seven (7) calendar days following receipt of the employer's answer shall be considered waived.

ARTICLE 25. NONDISCRIMINATION

- 25.1 The terms and conditions of this Agreement will be applied to employees equally without regard to or discrimination for or against, any individual because of race, color, creed, sex, age or because of membership or non-membership in the Union.
- 25.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 26. SEVERABILITY

- 26.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative or judicial authority from whose finding, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 26.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial determination.

ARTICLE 27. WAIVER

- 27.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 27.2 Therefore, the Employer and the Union for the duration of this Agreement agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered or not specifically covered by this Agreement. The Union and Employer may, however, mutually agree to modify any provision of this Agreement.
- 27.3 Any and all prior ordinances, agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 28. MILEAGE

SECTION 1. MILEAGE ALLOWANCE. Employees of the School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service.

SECTION 2. REIMBURSEMENT PROCEDURES. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with School District Business Office policies and procedures.

ARTICLE 31. DURATION AND PLEDGE

- 31.1 This Agreement shall become effective as of the date of signing, except as specifically provided otherwise in Articles 12 and 13, and shall remain in effect through the 30th day of April, 2025, and continue in effect from year to year thereafter unless notice to change or to terminate is given in the manner provided in Article 26.
- 31.2 If either party desires to terminate or modify this Agreement effective as of the date of expiration, the party wishing to modify or terminate the Agreement shall give written notice to the other party, not more than ninety (90) or less than sixty (60) calendar days prior to the expiration date, provided that the Agreement may only be so terminated or modified effective as of the expiration date.
- 31.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:
 - 31.3.1 The Union and the employees will not engage in, instigate or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work or absent themselves in whole or part from the full, faithful performance of their duties of employment.
 - 31.3.2 The Employer will not engage in, instigate or condone any lockout of employees.
 - 31.3.3 This constitutes a tentative agreement between the parties which will be recommended by the school board negotiator, but is subject to the approval of the Board of Education and is also subject to ratification by the Union.

The parties agree and attest by the signature of the following representatives for the Employer and the Union that this represents the full and complete understanding of the parties for the period of time herein specified.

WITNESSES:

INDEPENDENT SCHOOL DISTRICT NO.
625



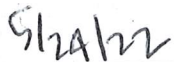
Chair, Board of Education



Assistant Director of Employee/Labor
Relations



Labor Relations Manager

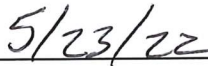


Date

NORTH CENTRAL STATES REGIONAL
COUNCIL OF CARPENTERS



Business Representative



Date

APPENDIX C

Effective **April 23, 2022**, the Employer shall forward the amounts designated in this Appendix C for employees covered by this Agreement to depositories as directed by the Union and agreed to by the Employer.

- (1) **\$2.86** per hour for all hours worked by person in the Carpenter title from which all appropriate payroll deductions have been made to a Union-designated Savings/Dues Fund.
\$2.86 per hour for all hours worked by person in the Lead Carpenter title from which all appropriate payroll deductions have been made to a Union-designated Savings/Dues Fund
- (2) **\$11.60** per hour for all hours worked to a Union-designated Health and Welfare Fund.
- (3) **\$12.50** per hour for all hours worked to a Union-designated Defined Benefit Pension Fund.
- (4) **\$2.30** per hour for all hours worked to a Union-designated Defined Contribution Pension Fund.
- (5) **\$.80** per hour for all hours worked to a Union-designated Apprenticeship Fund.
- (6) **\$.02** per hour for all hours worked to a Union-designated Fair Contracting Fund. The FCF provision will sunset on **April 30, 2025**.
- (7) **\$.12** per hour for all hours worked to a Union-designated United Brotherhood Carpenters Fund.

Effective September 1, 2001, all full-time regularly employed carpenters will be covered under the school district's group long-term disability plan. The cost for this plan will be deducted from the B1 total hourly cost. If the premium the district pays for this coverage increases or decreases thereby increasing or decreasing the premium cost for employees, the B1 total hourly cost will be adjusted accordingly.

All contributions made in accordance with this Appendix C shall be deducted from and are not in addition to the amounts shown in Appendix B-1. The Appendix C amounts shall be forwarded to depositories as directed by the Union and agreed to by the Employer.

The Employer shall establish Workers' Compensation and Unemployment Compensation programs as required by Minnesota statutes.

Employees covered by this Agreement shall not be eligible for, governed by or accumulate vacation, sick leave, holiday, funeral leave, or insurance fringe benefits that are or may be established by Personnel Rules, Council Ordinance or Council Resolutions.

The Employer's fringe benefit obligation to employees covered by this Agreement is limited to the contributions and/or deductions established by this Agreement. The actual level of benefits provided to employees shall be the responsibility of the Trustees of the various funds to which the Employer has forwarded contributions and/or deductions.